

RESOLUTION 15-

**A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
WITH XERILLION CORPORATION OF SCHAUMBURG, ILLINOIS
FOR INFORMATION TECHNOLOGY SUPPORT AND NETWORK MAINTENANCE**

WHEREAS, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Village requires assistance with its information technology and maintenance of its information technology network systems; and

WHEREAS, staff interviewed numerous such service providers, and recommends, based on its review and investigation, including analysis of proposals and quotations submitted that the Village execute a service agreement with Xerillion Corporation of Schaumburg, Illinois; and

WHEREAS, the service agreement proposed, as attached hereto and incorporated herein by reference as Exhibit “A,” provides that Xerillion Corporation shall be paid an hourly rate, with a monthly payment estimated not to exceed \$1,795.00 per month, which rate will generate a cost savings over the current service provider; and

WHEREAS, based on staff recommendation, the President and Board of Trustees has determined execution of the service agreement with Xerillion Corporation for the reasons and at the cost set forth in Exhibit “A” is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is authorized to execute the service agreement attached hereto as Exhibit “A,” and the Village Clerk to attest thereto.

SECTION THREE: That the Village Administrator and appointed staff be, and hereby is, directed to work with Xerillion Corporation to best effect the terms of the service agreement.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 30th day of March, 2015.

AYES: _____, **NAYS:** _____, **ABSENT:** _____ . **ABSTAIN:** _____

ATTEST:

Village President

Village Clerk

Background on Resolution

IT Services

In December of 2013, the Department entered into a Managed Services Agreement with Intelligent Solutions, Inc. (ISI) to provide computer and information technology (IT) support. In January of 2015, service by ISI diminished and support tickets and calls went unaddressed. Shortly thereafter, the Department learned that the company was embroiled in an ownership dispute which was currently being adjudicated. A search confirmed that Intelligent Solutions was a named party in an active Will County Court chancery court case and that the Court had appointed a receiver.

Due to ISI's failure to deliver services and being subject to the appointment of a receiver, I, in consultation with the Village Attorney sent written notice on February 12, 2015 notifying ISI that the Village was terminating the Managed Services Agreement immediately.

Staff then began researching a potential replacement, and met with a total of seven information technology service providers of varying size, some of which provided managed services quotations and/or critical infrastructure upgraded quotations.

Ultimately, staff recommended Xerillion Corporation of Schaumburg based on location, size, number of technicians, experience, and philosophy of service. It was believed that Xerillion best understood the needs of the Department and how to remediate existing issues within budgetary constraints.

Unlike ISI's all inclusive flat rate cost plan, Xerillion has proposed an hourly agreement with one 4-hour site visit every other week coupled with remote/phone support. Xerillion has further communicated that once the Department completed an overdue refresh of network hardware, that this plan will adequately suit stated needs.

Rich Semelsberger

Chief of Police

XERILLION CORPORATION SERVICE AGREEMENT

(Please email back to ClientService@Xerillion.com or fax to: 847.619.7278)

This agreement contains the terms and conditions that apply to services provided by Xerillion Corporation (“**Xerillion**”) located at 1701 E. Woodfield Rd, Suite 830, Schaumburg, IL for the Barrington Hills Police Department. (“**Client**”) with an office located at 112 Algonquin Rd., Barrington Hills, IL 60010. Both the parties agree to be bound and accept this agreement as applicable to the purchase of services from Xerillion. The **Effective Date** of this agreement is (enter month/date/year) _____.

1. Xerillion IT Services (the “**Services**”):

- **User Helpdesk:** live remote helpdesk during normal business hours 7am to 5pm during normal business days Monday - Friday for a user’s PC’s, Macs, mobile devices with onsite escalation within 4 hours for system-down emergencies. Extended helpdesk **phone-in** support requests outside normal business hours are covered on a 2 hour or less callback basis with 4 hour onsite escalation 7 days a week outside normal business hours. **Email-in support requests after normal business hours are provided the next business day.** During the onsite onboarding training, and the follow-up conference call training, staff will be trained on when/how to reach Xerillion to get the support they need.
- **Network Operations Center Team:** Our Network Operations Center (NOC) team will monitor your servers (24x7x365) for errors and outages. Outages are defined as the server not responding to our monitoring system for a defined period of time to allow for reboots and brief disruptions in the Internet connection. The time periods are defined as 15 minutes during business hours and 30 minutes outside business hours. For issues that cannot be fixed remotely we will provide onsite escalation within 4 hours 7 days a week.
- **Printer Support:** Xerillion will provide support for Client’s printers and work with Client’s vendors that support their printers under a 3rd party service contract.
- **Updates:** Network Operations Center (NOC) provides routine scheduled patching and updating of Windows servers (Windows 2003 or later), desktops and laptops (Windows 7 or later). Computers with failed updates will generate trouble tickets and be remediated by Xerillion.
- **Antivirus Management:** Vipre antivirus is included with Xerillion’s NOC monitoring system. Our Network Operations Center (NOC) team manages antivirus definition updates as well as client software updates. Trouble tickets are created for computers that have failed updates which are then remediated by Xerillion.
- **Backups:** Backups are monitored each business day. Backups that fail generate trouble tickets which are then remediated by Xerillion.
- **Onsite tech:** an onsite tech will be sent to the Client for any issues that can’t be resolved remotely and for any routine scheduled onsite visits, if selected by the client.
- **Vendor Support:** Xerillion will work with a client’s 3rd party IT vendors when issues or projects arise around business software, and specialized equipment connected to the computer network.
- **IT Management:** Xerillion will provide routine ongoing high-level IT reviews, advisement and management throughout the year.
- **Budgeting:** IT budget and planning to be developed annually around a date to be determined by Client.
- **Computer Setups:** Xerillion will support the client with services for new computer setups, computer moves, and setting up users on existing computers. The first two computer setups are not to exceed 4 hours. In the unlikely case that the client’s computer setups need more than 4 hours, Xerillion must explain reasoning to the Client and get approval.

XERILLION CORPORATION SERVICE AGREEMENT

(Please email back to ClientService@Xerillion.com or fax to: 847.619.7278)

- **Projects:** Xerillion will support the client with services for equipment installs, new software installs, new software upgrades, system removals or major reconfigurations, and onsite visits to home offices.

- **Fees:**
 - Please see **Attachment A** of this agreement.

- 2. **Up-To-Date Equipment Agreement.** Client agrees to budget for and make ongoing investments in their computer network to proactively ensure hardware and software is reasonably up-to-date and under manufacturer warranty and support. Doing so will ensure the computer network is more reliable and problems will be resolved quickly reducing downtime. If Xerillion identifies a particularly problematic piece of equipment or software, client agrees to work with Xerillion to upgrade, replace or remove equipment.

- 3. **Term.** This Agreement will commence as of the Effective Date and continue in effect for 12 months or until terminated by either party in accordance with the terms and conditions of this Agreement.

- 4. **Invoicing and Payment Terms:** Xerillion will invoice Client once per month. Invoices are sent out promptly in the first week of the month. Client agrees to pay their invoices within 45 days of the invoice date. Xerillion has the right to suspend services if any invoice goes 45 days unpaid.

- 5. **Limitation of Liability:** Except as expressly provided in this agreement, neither party will be liable for lost profits, lost revenues, lost business opportunities, interruption of business, data loss, or any other direct, special, incidental or consequential damages arising out of or related to this agreement.

- 6. **Anti-Hire Clause:** Without the prior written consent of the president of Xerillion or Client, neither party shall directly or indirectly hire the other's past or present employees while this agreement is active, and for a period of 1 year after the termination of this agreement.

- 7. **Confidentiality:** Neither party nor their employees will disclose, distribute, or disseminate in any form to anyone information pertaining to Clients, vendors, processes, employee information, financial information, private information or any other proprietary information.

- 8. **Termination:** This agreement can be terminated at any time by either party by email notification with 30 days notice.

- 10. **Guarantee:** If Client is not completely satisfied with services provided by Xerillion, Client can opt not to pay charges for those services. Client agrees to pay for any hardware or software purchased from Xerillion. Client agrees to provide notice by email within 30 days of the invoice date for charges they are not paying for.

XERILLION CORPORATION SERVICE AGREEMENT

(Please email back to ClientService@Xerillion.com or fax to: 847.619.7278)

11. **Governing Laws:** This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The parties hereby consent to the jurisdiction of the courts of the State of Illinois.

Wayne Chapin, President

Name, Title

Name, Title

Signature - Xerillion Corporation

Signature – Client

ATTACHMENT A

CLIENT AREAS OF CONCERN

1. Current IT support having behind-the-scenes business changes concerning Client.
2. Client's main server, BHPD-SERVER is running Windows 2003 which is going end-of-life with Microsoft in July. Microsoft will no longer provide security patches for the operating system, and antivirus services will become increasingly ineffective and fighting viruses and malware on the operating system. The physical server is also no longer under support by the manufacturer.
3. The Client needs to renew and update the security software on their firewall, and provide manufacturer service support.
4. The antivirus security is not complete on the system and is an area the Client would like to fix.
5. The Client would like an annual security review of their system to maintain ISI compliance.
6. Client wants portal access to Xerillion ticket system and work with Xerillion to manage support and projects through Xerillion ticket portal.
7. Client wants a notification when tickets have been created.
8. Client wants to move from a break-fix service and equipment plan, to a more proactive and planned service an equipment upgrade plan.
9. Client may opt to consolidate their dispatch unit in the future, though the measure did not pass on 2-23-15.

XERILLION ITEMS TO ADDRESS

1. Onboarding with 44 point site configuration entered into Xerillion ticketing system.
2. Setup computer security management with OS patching and antivirus updates.
3. Apply security update to firewall, and extend manufacturer warranty.
4. Integrate backup and disaster recovery system.
5. Train Client on how to request support and work with Xerillion in ticketing portal.
6. Provide Client with helpdesk resources, proactive network management and onsite support.
7. Train internal resource on how to use ticketing system and work with Xerillion.

FUTURE PROJECTS

1. Replacement server for BHPD-SERVER
2. Move investigations files to BHPD-SERVER
3. Decommission investigations server (and web server)
4. Dispatch KVM and PC consolidation
5. New server cabinet and cleanup
6. Switch consolidation and home run cabling.

ONBOARDING: MONITORING SYSTEM INTEGRATION, SITE DOCUMENTATION AND TESTING

1. **Documentation:** 4 hours @ \$145/hour = \$580
 - a. Onsite initial visit by Project Engineer for 44 point network documentation (system accounts, network addresses, important vendors related to IT, ect.)

2. **NOC Server Monitoring System Integration:** 8 hours @ \$145/hour = \$1,160
 - a. Install monitoring agents on estimated 1 servers
 - b. Install monitoring agents, Vipre antivirus, and TeamViewer remote access on estimated 50 client computers.
 - c. If additional time or multiple visits are required, the time will be billed additionally.

3. **Testing & Training:** 6 hours @ \$135/hour = \$810
 - a. Test by random tech that they can access all points of network with 44 point network documentation and that there are no errors.
 - b. Test that server errors are flowing through to ticketing system
 - c. Test that backup errors are flowing through to ticketing system
 - d. Test that server outages are being phone-in to appropriate phone number during office hours and outside office hours.
 - e. Test that OS patching is happening weekly.
 - f. Test that antivirus updates are happening daily.
 - g. Train Client internal resource on how to use the system.

Note: additional documentation of Client processes for IT and system administration will be done as-needed.

4. Total: \$2,550, 50% off at \$1,225, one-time

Circle One: Accepted / Not Accepted, Initials _____

XERILLION NOC SECURITY AND MONITORING SERVICE

1. Service Includes:

- Software agent installed on each computer.
- Real-time inventory of computers and software on the computers.
- Vipre antivirus included with virus definitions and client software updated daily.
- OS security patches applied weekly.
- OS patch testing prior to application (usually 30 days behind Microsoft rollout).
- Important errors from server OS automatically create tickets for review.
- Important errors from OS patching and antivirus updates create tickets for review.
- Unrecovered server outages reported by phone to on-call resource.

End-user computer: \$5/month * estimated 50 computers = \$250/month

Server: \$30/server * estimated 1 servers = \$30/month

Backups: \$30/month * 1 backup system = \$30/month

Secondary Internet Connection: \$20/month = \$20/month

Total = \$330/month

Site License: \$495, one-time.

Note: final count of monitoring agents done prior to first invoice, and count adjusted as-needed monthly.

Circle One: Accepted / Not Accepted, Initials _____

IT SUPPORT SERVICE PACKAGE

1. Xerillion has 4 defined levels of technicians:

- a. Helpdesk Technician – Level 1, \$115/hour
- b. Network Administrator – Level 2, \$115/hour
- c. Network Engineer – Level 3, \$135/hour
- d. Network Architect – Level 4, \$135/hour

2. Remote IT Support Helpdesk and Proactive Alert Remediation Team:

- a. As-needed user helpdesk and remote support by Xerillion in-house helpdesk team.
- b. Monitoring alert and security management error remediation.
- c. Remote emergency support.
- d. Level 1 or Level 2 technicians.
- e. Estimate 2-4 hours of remote service per month: \$345/month (based on 3 hours)
- f. 15 minute minimum.

3. Dedicated Tech Team:

- a. Routine scheduled onsite visits, half-days (4 hours) onsite by two dedicated techs.
- b. Additional remote support by Xerillion in-house helpdesk team in instances where dedicated techs are not available.
- c. Any additional support provided as-needed, 1 hour onsite minimum, 15 minute remote minimum.
- d. No travel time charged.
- e. Rates do not change on evenings or weekends.
- f. Client will be assigned a Level 3, or Level 4 technician.
- g. Techs will provide the primary means of service to the client on routine visits and projects.
- h. Schedule visit frequency (select one):
 - One 4 hour visit every month, est. \$540/month
 - One 4 hour visit every other week, est. \$1,080/month

Circle One: Accepted / Not Accepted, Initials _____

SUMMARY ESTIMATE

- Summary of one-time and recurring services

1. One Time

- a. Onboarding: Monitoring System Integration, Site Documentation and Testing:
\$1,225
- b. Xerillion NOC Security and Monitoring Service: \$495
- c. Firewall warranty/service extension: \$288
- d. Total: \$2,008**

2. Monthly Services

- a. Xerillion NOC Security and Monitoring Service: \$330
- b. Total: \$330/month**

3. Monthly Recurring Dedicated Tech Team

- i. Schedule visit frequency rotating 2 techs (select one):
 - One 4 hour visit every month, est. \$560/month
 - One 4 hour visit every other week, est. \$1,120/month

4. To Be Determined

- a. Server Upgrade
 - i. Estimate provided though system requirements may change depending on what Client does with other parts of their system, such as investigations and Capers.
- b. Additional Service Time as-needed by Client
- c. Annual scheduled security review process.